

PURCHASE ORDER

PO Date: 08/27/2020
Ship Date
Est Receipt

Town of Berryville
101 Chalmers Court
Berryville, VA 22611

PO Number 16657

Vendor:

FLOMEC INC P.O. BOX 73510 RICHMOND VA 23235

ShipTo:

As Directed By David Tyrrell

Dept: 4094200 - CAPITAL OUTLAY

Group

Ship Terms	ShipVia: ShipOn:	Num of Days: FOB:
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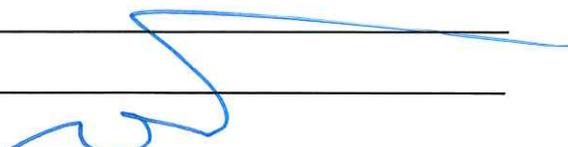
Pay Terms	Due Timeframe Due/Days	If Days/Disc Discount
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GL Acct	Stock #	Item Description	Qty	Price	Item Total
501-4094200-8704	1106722	Purchase and Installation of New Finish Pumps	1	\$74,474.00	\$74,474.00

Total Purchase Order Amount: \$74,474.00

Additional Instructions

QUOTE #020520jb01 Rev4



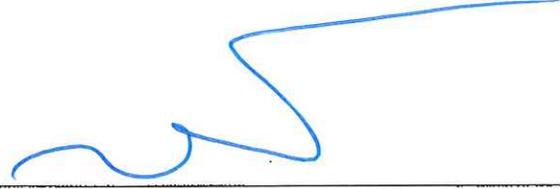
Town of Berryville 101 Chalmers Court, Suite A Berryville, VA 22611 Phone (540) 955-1099 Fax (540) 955-4524	PURCHASE ORDER REQUEST [FOR PURCHASES OVER \$20,000]
P.O. NUMBER:	

TO: Vendor Number: 3076 Vendor Name: FLOMEC	Requesting Department: <u>Utilities</u> x  Department Head Signature
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DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
8/27/2020	Dave	FLOWAY Truck		Net 30

QTY	ACCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
2	501-4094200-8704	Purchase and installation of new finish pumps		74,474.00
			SUBTOTAL	74,474.00
			SHIPPING & HANDLING	
			OTHER	
			TOTAL	\$ 74,474.00

1. Please make a copy for your files.
2. Please specify if this is a new vendor

x 

 Town Manager

Memo

To: Keith Dalton

From: Dave Tyrrell 

Date: August 26, 2020

Re: Sole Source Procurement Request FLOMEC

Keith,

Please find attached a request for a sole source purchase through FLOMEC of Richmond Virginia for the purchase and installation of two new finish pumps at the water treatment facility.

To keep the cost down of replacing the original pumps which supply the Town with water, it was decided to replace the pumps in kind or with original manufacturer equipment. This decision means that we are purchasing the only pump that will properly fit into the location with the current piping arrangement and more importantly the pump cans which are a part of the concrete structure of the building. Attached to this request is a letter from our design engineers recommending the use of OEM equipment. FLOMEC is the only source for this equipment in Virginia and as such is our sole source, letter attached.

Total cost for the purchase is \$74,474.00.

Attached to this request are the price quotes for two pumps with motors and the installation of the pumps by factory representatives, sole source documentation, letter from our design engineer, and the signed Town of Berryville Public Procurement Ethics, Non-disclosure, and Conflict of Interest Agreement.

Town of Berryville
101 Chalmers Court, Suite A, Berryville, VA 22611 540-955-1099

Sole Source Procurement Request For
Purchases over the \$10,000 Single Quotation Threshold

Date: 8/26/2020

Title: Finish Pump Purchase and Install

Issuing Department: Utilities

Name and Address of Sole Source:

FLOMEC

10815 Trade Rd

Richmond VA 23235

Date: _____

By: Trillium Floway

Name: Jason Barrett

FEI/FIN # _____

Title: _____

Email: j.barrett@flomec.com

Telephone: 804-794-6300

A memorandum must be attached to the request which addresses the four points shown below. The writing shall document the basis for the determination, which should include any market analysis conducted in order to ensure that the good or service required was practicably available from only one source.

1. Explain why this is the only product or service that can meet the needs of the town.
2. Explain why this vendor is the only practicably available source from which to obtain this product or service.
3. Explain why the price is considered reasonable.
4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.

All sole source procurements for goods and services over the \$10,000 Single Quotation threshold must be approved in advance by the Town Manager or designee prior to commencement of the actual procurement.

I certify that this Sole Source Procurement meets the requirements of the Town of Berryville Procurement Policy.

x 
Department Head Signature

8/26/2020
Date

I have reviewed the request and supporting documentation and I approve this sole source purchase.

x 
Town Manager Signature

8/26/2020
Date

**TOWN OF BERRYVILLE
PUBLIC PROCUREMENT ETHICS, NON-DISCLOSURE,
AND CONFLICT OF INTEREST AGREEMENT**

The procurement of goods and services by a public body from a private enterprise is a sensitive process governed by law. We must be assured that all public parties involved in the selection process do nothing to contribute to the "fact" or "appearance" of any impropriety or personal interest in the outcome of the procurement, and thus maintain public confidence in the objectivity of the evaluation process. To better make you aware of the sensitivity of public procurements, each person serving on this evaluation/selection committee will be required to agree and comply with the following statements derived from *Article 6, Ethics In Public Contracting, Virginia Public Procurement Act*, and other laws and policy.

For purposes of the statements below, an "interested firm" includes any firm that may realize a reasonably foreseeable direct or indirect benefit or detriment as a result of the above procurement. At a minimum, this includes any vendor that foreseeably may respond to the above Request for Proposal (RFP), as well as any business entity that foreseeably may participate as a supplier, subcontractor, or consultant to such a vendor in connection with the procurement.

- A. I certify that I am not an officer or director of any interested firm. Similarly, no member of my immediate family is an officer or director of any interested firm.
- B. I certify that neither I nor any member of my immediate family owes any money or other obligation to any employee or officer of any interested firm.
- C. I certify that I do not have any funds invested in any interested firm. Similarly, neither I nor any member of my immediate family own or control an interest in any interested firm.
- D. I certify that neither I, nor any member of my immediate family, received lodging, entertainment, transportation, money or anything else of nominal value offered by an employee or officer of any interested firm. (This includes tickets to sporting events or shows, meals or lodging, gifts, etc.). During and after the procurement process, I will not accept any of the foregoing from any employee or officer of any interested firm.

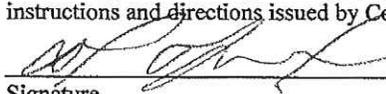
NOTE: Exceptions to D. must be approved by the Agency Director. Such approval could include acceptance of a meal which is widely offered to many individuals inside and outside the agency (i.e. provided on-site when a break in the proceedings is not practicable).

- E. I certify that I have not received any compensation from any interested firm. No member of my immediate family has received compensation, salary or wages in excess of \$5,000 from any interested firm.

NOTE: If at any time during the evaluation/selection process, I find that I, or any member of my immediate family, have a personal interest in any interested firm, then I will promptly notify the selection committee chairperson of this conflict and voluntarily remove myself from this evaluation/selection process and file any necessary official disqualification required by law.

- F. During the course of this procurement, I understand that **ALL** communications with any firms regarding this RFP must be handled by the Contracting Officer. I agree not to contact any interested firm, and if any of these firms attempt to contact me directly, then I agree to refer the firm to the Contracting Officer. I also agree that the information acquired through this evaluation/selection process will not be divulged to anyone outside the panel until after award of the contract resulting from this process.

I further agree to abide by all the policies/procedures contained in this document relative to this procurement as well as any other instructions and directions issued by Contracting Officer.



Signature

David A Tyrrell

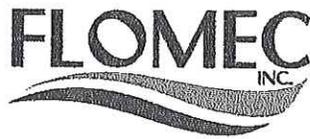
Printed Name

8/26/2020

Date

Director of Utilities

Title



Trillium Floway® - Virginia Territory

To whom it may concern:

Please be advised, the exclusive and sole source representative for Trillium Floway® pumps to be used in the state of Virginia is Flomec, Inc. of Richmond, VA. This exclusivity applies to all new equipment sales along with replacement parts and maintenance services.

Flomec, Inc. can be reached at the following address:

Flomec, Inc.
10815 Trade Rd.
Richmond, VA 23236
ph: 804-794-6300
Contact: Jason Barrett

Trillium Floway® can be reached at the following address:

Trillium Floway®
2494 S Railroad Ave.
Fresno, CA 93706
(559) 442-4000
www.trilliumflow.com/brands/pumps/floway/

Flomec, Inc. • P.O. Box 73510 • Richmond, VA 23235
Phone 804-794-6300 • Fax 804-794-3564
www.flomec.com



Serving the Industrial & Water/Wastewater Markets Since 1972
 10815 Trade Rd, P.O. Box 73510
 Richmond, VA 23235
 Phone (804) 794-6300
 Fax (804) 794-3564

DATE: 8/26/2020
 Quotation #: 020520jb01 Rev4
 Reference: Pump Install

Quote valid for: 15 Days

Customer: Berryville Utilities
 Attn: Dave Tyrell
 Phone:
 Fax:
 Email:

Comments or Instructions:

SALESPERSON	JOB	LEAD TIME	SHIP VIA	SHIP TERMS	PMT TERMS
Jason	Berryville VA		Best Way	N/A	Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Time and expenses for technician(s) at your site to replace existing (2) Floway pumps (Floway #1106722) : <i>Scope of Work to include Flomec/AIS transport personnel and tools to jobsite, set-up max 8' gantry over hatch to remove/lift motor and pump components (Floway verifies that no part is in excess of 36.5" in length), Lockout motor, remove motor, pump head, column(s), and bowl assembly, and return parts to AIS for scrap. Install pump and motor, with packing seal per customer/end-user request, and customer will "bump" motor while technicians remain on site to verify proper operation. One pump/motor will be replaced and tested before the second motor/pump is replaced. Labor includes set-up and teardown of tools and equipment to complete the work.</i>	15,500.00	15,500.00
TOTAL			\$ 15,500.00

If you have any questions concerning this quotation, contact Jason Barrett by phone at (804) 794-6300 or email j.barrett@flomec.com

THANK YOU FOR YOUR BUSINESS!

GPT/LinkSeal Return Policy & Quotation Terms:

30% re-stock fee on standard (Model C or 316SS) GPT/LinkSeal items for up to 2 months after date of shipment. 50% re-stock fee between 2-4 months from date of shipment. No returns accepted after 4 months from date of shipment or for special materials. Other product return request will be decided on case by case basis subject to factory guidelines. All returns will be inspected for signs of use or damage before acceptance. Customer will be responsible for all freight charges associated with any returns.

QUOTE DOES NOT INCLUDE FEDERAL, STATE, OR LOCAL TAXES. OUR DELIVERY PROMISE IS BASED ON THE BEST INFORMATION AVAILABLE AT THIS TIME AND WE WILL NOT BE RESPONSIBLE FOR DELAYS BEYOND OUR CONTROL. FLOMEC, INC. IS A SALES ORGANIZATION ONLY AND WILL NOT BE RESPONSIBLE FOR DEFECTS IN PARTS OR EQUIPMENT NOT MANUFACTURED BY IT. IN NO EVENT SHALL FLOMEC, INC., BE HELD LIABLE FOR DELAYS, DAMAGES, OR CONSEQUENTIAL DAMAGES DUE TO BREACH OF WARRANTY, EITHER EXPRESSED OR IMPLIED. START-UP AND TRAINING NOT INCLUDED. IF ARRA OR BUY AMERICAN PRODUCT IS REQUIRED, PLEASE CALL FOR VERIFICATION OR REVISION. CUSTOMER IS RESPONSIBLE FOR VERIFYING QUOTE ACCURACY.

Trillium Pumps USA



17 Aug 2020

Flomec, Inc.
10815 Trade
Road PO Box
7351-
Richmond, VA
23235-8042

Quotation number: 1106722
Revision:

Attn:

Project: DIP CO# 84-01016-017
Your reference: Berryville Water Treatment Plant

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

The following is a firm price summary for this quotation. Please see item specific pages for more details.

FLOWAY® PUMPS					
Item number	Service	Size	Unit Price	Qty	Extended Price
001		8JKM - 3 Stage Product Lube - Barrel Pump	\$ 29,487	2	\$ 58,974
001	Barrel Included	8JKM - 3 Stage Product Lube - Barrel Pump	\$ 34,258	2	\$ 68,516
Grand Total					\$ TBD

\$ 58,974.00

COMMENTS: ADDERS / DEDUCTS

Freight not included. Pump prices include stuffing box. If prefer mechanical seal, Add \$857.00 ea for a John Crane 5610 Mechanical Seal. Installation price quoted separately.

PUMP COMMENTS & CLARIFICATIONS:

Reference S/N#: 84-01016-017

The attached quote package has been quoted as an DPP pump per ANSI/H.I. 2.1-2.2-2014 definitions below.

2.1 .6 General information

2.1.6.1 Duplicate performance pump (DPP)

A duplicate pump is one in which the performance characteristics are the same as another pump, within the variations permitted by the Test Standards (ANSI/HI 14.6), and parts are of the same type; but by reason of improved design and/or materials, mounting dimensions and parts are not necessarily interchangeable.

2.1.6.2 Dimensionally interchangeable pump (DIP)

Trillium Pumps USA · 2494 S. Railroad Ave. · PO Box 164 · Fresno, Ca 93706
phone: 559-442-4000 · fax: 559-442-3098 ·

An interchangeable pump is one in which the mounting dimensions are such that the replacement pump can be mounted on the existing foundation and match existing piping and driver, with hydraulic characteristics and materials to be specified. Interchangeability may involve some variation, not necessarily significant, as a result of manufacturing tolerances.

2.1.6.3 Identical performance and dimensional pump (IPDP)

An identical pump is a replica of, and is interchangeable with, a specific pump. Where it is intended that a pump is to be identical in all respects, including parts, mountings, connecting flange dimensions, and materials, it should be identified as identical with pump serial number XXXXXX. An identical pump will replicate the original pump as closely as the manufacturing tolerances allow.

PRICES QUOTED ARE FOB FRESNO, CA, FREIGHT NOT INCLUDED

Our quote was prepared with the following specifications:

SECTIONS:

PLEASE NOTE: Any requirements not outlined in the referenced sections above will not be the responsibility of Floway.

OUR QUOTE DOES NOT INCLUDE:

- Oil or Grease
- Gauges
- Valves
- Anchor Bolts
- Soleplates
- Controls
- Variable Frequency Drives
- Transformers
- Power Factor Correction Capacitors
- Testing
- Coating
- Spare Parts
- Sales Tax
- Freight
- Seismic Analysis
- Torsional Analysis
- Vibration Test
- Start-up, Training, or Installation Supervision
- Export Boxing or Crating for Long Term Storage

SHIPMENT AND FREIGHT TERMS: Shipment is quoted with freight term: FOB Factory, Fresno, CA (UCC), US final destinations only. At time of shipment, Seller loads the goods onto the carrier designated by the Buyer at the Seller's premises. Buyer assumes title to goods, risk of transportation, arranges for and pays the freight from the Seller's door and files any loss claims with the carrier. If possible, the Buyer should name the carrier on the purchase order so as not to delay processing of order or shipment. Partial shipment allowed. Shipment & invoicing will occur upon shipment of equipment. Shipment schedules are based on factory loading at time of order. Should shipment be postponed due to project or site delays Trillium Pumps USA will invoice and hold the shipment. Shipment delays exceeding 30 days from the completed date may be subject to reasonable storage charges.

LEADTIME: Shipment will be approximately 18-20 weeks after order receipt, which includes order review and acceptance within 10 business days of receipt. Orders will be accepted subject to buyer's credit approval and subject to Trillium Pumps USA, Inc.'s Terms and Conditions of Sale. Shipment lead time is an estimate at time of quotation and is subject to change based on quote validity.

SCOPE OF SUPPLY: Please note any requirements not outlined in the referenced specification sections as noted on the cover page of this quotation will not be the responsibility of Trillium Pumps USA. Any separate specifications made reference to within the noted specifications, whether in part or whole, will not be considered in this quotation.

Trillium Pumps USA, Inc. Terms and Conditions of Sale per attached will apply to this quotation. If this is not acceptable, mutually agreeable terms and conditions may be negotiated at time of order placement.

SPECIFICATIONS: Written request. No detailed specifications received.

VALIDITY: This offer is valid for 30 days from date issued. Quoted prices will be held firm thru shipment if order is released for manufacture within 60 days from order entry date. Otherwise, a price adjustment may be applied.

In the event that Trillium Pumps USA, Inc. is successful in the tender based on this Scope Letter, please issue the formal Purchase Order to the following address:

Trillium Pumps USA, Inc.
2494 S. Railroad Ave.
Fresno, CA 93706

PRICE: Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date, and approved for shipment within the leadtime quoted. Otherwise, a price adjustment may be applied. Price quoted is for all items purchased and shipped at one time. In the event of a partial order, we will review and adjust the freight price accordingly. Freight charges will be those in effect at time of shipment. Due to volatility in the commodities markets, Trillium Pumps USA reserves the right to add a material surcharge on pipe, plate, and other materials in line with the commodity indices. Cost surcharges must be agreed to prior to order acceptance.

PAYMENT TERMS: Orders & contracts are subject to approval by Trillium Pumps USA prior to acceptance. Standard terms for orders <= \$150,000 are net thirty (30) days from date of invoice. For orders >=\$150,000, progress payments will apply. Trillium Pumps USA's standard progress payment schedule is attached for consideration. Letter of Credit is applicable. Please note: L/C terms must be approved by Trillium Pumps USA's credit department prior to order acceptance. Letter of Credit must be irrevocable and confirmed by a U.S.A. Bank. Beneficiary must be Trillium Pumps USA, Inc. Confirmation charges should be paid by Buyer and L/C expiration date should be minimum 21 days after the latest shipment date.

PACKAGING: For domestic shipment via commercial carrier. Export boxing and documentation requirements are an option with price adder.

START-UP: Start-up/assistance not included.

QUALITY STANDARDS: All our manufacturing locations are ISO 9001-2008 certified.

TERMS AND CONDITIONS: This quotation is based solely upon the terms and conditions set forth herein including attachments. They supersede and reject any conflicting terms and conditions of Purchaser. Any other terms and conditions that Purchaser may propose are subject to requotation.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,



Trillium Pumps USA, Inc.
2494 S Railroad Ave
Fresno, CA 93706 USA

TERMS AND CONDITIONS OF SALE

Trillium Pumps USA, Inc. (Seller) has provided a formal written quotation outlining the proposed scope of supply. Our proposal is submitted subject to the following terms. Seller provides this proposal for Buyer's review and to clearly define the Seller's scope, options, pricing, and comments in response to Buyer's request for quotation. Quotations are subject to change without notice, otherwise firm for 30 days from date of issuance unless otherwise stipulated by written quotation of Seller. Where projects require approval of test documents (test curves, hydrostatic certifications, etc.) documentation will be submitted and ten (10) days after date of submittal equipment will be: a) shipped or b) invoiced and stored with charge(s) per Item 11, below, with payment due in accordance with Seller's standard payment terms or as agreed upon by mutually signed contract.

1. **ORDER ACCEPTANCE** – Acceptance of Buyer's order is subject to Seller's credit department approval, a signed mutually agreed upon purchase order, and these terms. Any additional or different terms and provisions are expressly rejected by the Seller. Only Seller's contract manager, a vice president, or president can accept an order. If Buyer does not respond to Seller's order acceptance within ten days the order will be processed based on these terms.
2. **PRICE** – Prices shall be those in effect at time of shipment. All prices Seller's standard design products constructed of standard material are subject to change without notice and all shipments will be invoiced at the price in effect at the time of shipment except for: A) a Buyer's order for immediate shipment postmarked prior to a given price change that is not held for lack of credit approval will be invoiced at the price in effect at the time of postmark; and B) prices negotiated on a firm basis. Prices are for products of Seller's standard design and materials without change. Any requests for a change in material or design are subject to special pricing. Price protection on accessories will be in accordance with that given by the accessory manufacturer. Unless otherwise agreed, prices do not include cost of any testing or test reports, special inspection, documentation (except those normally performed by Seller during the manufacturing process), or the supplying of any drawings or prints except those currently on file at Seller's factory.
3. **TAXES** – Unless agreed otherwise, prices do not include taxes or duties of any kind. Sales or other taxes imposed on the sale of goods shall be separately invoiced unless Buyer provides Seller with an acceptable tax exemption certificate.
4. **PAYMENT** – Payment shall be in US dollars, net-30 days from date of invoice. Overdue amounts shall bear interest at the rate of 10% per annum the highest rate allowed by the applicable law, whichever is less.
 - a. For orders <\$150,000 shipped within the United States, terms are net-30 days from date of invoice.
 - b. For orders >\$150,000 shipped within the United States:
 - i. 15% upon approval of submittals
 - ii. 25% upon receipt of major pump materials at factory for production (castings)
 - iii. 60% upon shipment and invoice
 - c. For export orders, unless otherwise agreed Buyer must pay in advance or provide an irrevocable letter of credit (LC) with Buyer paying any confirmation charges. An LC must be:
 - i. irrevocable and confirmed by a U.S. Bank,
 - ii. name Seller as the beneficiary,
 - iii. have an expiration date no earlier than 21 days after the last shipment date, and
 - iv. have payment terms at site (for orders <\$150,000)

Any payment milestones must be incorporated into the LC. Payment shall not be conditioned upon Buyer receiving payment from its customer. Payment is to be made only to Trillium Pumps USA, Inc. Prorated payments shall become due from the date on which the Seller is notified of the delay. All orders are subject to approval of Seller's credit department. If, in the sole judgment of Seller, the financial condition of Buyer at any time does not justify starting or continuing production or shipment on the terms of payment specified herein, Seller may require full or partial payment in advance of production or delivery. Regardless of prices quoted, all orders will be invoiced at established minimum net charge in effect at the time of purchase. Prices may be subject to change should Buyer delay approval of Seller supplied documentation more than 15 working days from date of submittal. When Buyer does not pay in full upon delivery it is buying the goods on credit and is a debtor of Seller. In such cases Buyer authorizes Seller to prepare and/or file and/or add additional information as it becomes available (which Seller in its sole discretion may deem necessary to create and perfect a security interest) including but not limited to a security agreement, initial financing statement, initial financing statement in lieu of a continuation statement, amendments, and continuation statements, by any means authorized by law, whether such law is currently in effect or becomes effective after the execution of this agreement, including electronic filing. Buyer understands and agrees that by signing, it has authenticated this agreement as a record and authorizes Seller to (1) prepare and file such record(s) without the signature of Buyer, (2) file such writing bearing any general, generic or super-generic description of the collateral authorized by the applicable code and (3) file any future records, which shall be deemed authenticated (as defined in the applicable commercial code) by Buyer.

5. **COSTS OF COLLECTION** – In the event Buyer does not pay as required, Buyer shall pay Seller Seller's reasonable costs of collection including attorney's fees and legal expenses, all of which may be made a part of any judgment entered against Buyer.
6. **TERMINATION FOR CAUSE** – Seller may terminate this Agreement upon written notice if the Buyer has failed to make any payment on the due date and the sum remains outstanding 30 days after Seller has advised Buyer of the default. In the event of termination Buyer shall remain responsible for all outstanding payments and in addition shall pay the Seller for all materials purchased and work performed, but unbilled, as at the date of termination.
7. **CHANGES** – Seller will not implement any changes in the scope of work unless Buyer and Seller first agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. The minimum charge for a change will be \$100.00 plus the net add or deduct of labor and material. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time for performance.
8. **CANCELLATION** – Orders shall not be subject to cancellation by Buyer unless agreed to in writing by Seller.
9. **TIME** – Shipment dates are best estimates only at time of proposal and subject to change based on manufacturing load and sub-supplier schedules at Sellers date of order and/or full release to manufacture.
10. **DELIVERY / RISK OF LOSS** – Delivery takes place when the goods are loaded onto the freight carrier for shipment. Risk of loss transfers to Buyer at that time. Buyer shall inspect shipments upon receipt from carrier and file any damage claim against the carrier. Reimbursement for damaged or lost items must be from carrier to Buyer on the basis of Buyer's claim. With regard to items possibly omitted from a shipment, it shall be Buyer's responsibility to inspect each shipment upon receipt and notify Seller of any claimed omission within ten (10) days of receipt of such shipment. **NO CLAIMS FOR OMITTED ITEMS WILL BE ALLOWED AFTER TEN (10) DAYS FROM BUYER'S RECEIPT OF THE SHIPMENT.**
11. **SHIPMENT** – Goods will be shipped EXW Fresno, California (Incoterms 2010). Seller manufactures engineered to order products. Upon completion of manufacturing, unless specifically requested in writing, Seller may make partial shipments. If Buyer does not accept delivery within two (2) weeks of the notification of readiness to ship, Seller will invoice the order and store the goods at Buyer's expense. A storage fee of 1.5% of the PO value per month will be charged and invoiced two (2) weeks after notification of readiness to ship and each month thereafter until delivery. Any and all additional charges due to delays in shipping after notification of readiness to ship will be to Buyer's account. Where projects require approval of test documents (test curves, hydrostatic certifications, etc.) documentation will be submitted and ten (10) days after they are submitted the equipment will be: a) shipped or b) invoiced and stored with charge(s) per this clause, and, unless otherwise agreed, with payment due in accordance with Seller's standard payment terms. Motors, engines and other auxiliary equipment may be shipped and billed separately from the pumps.
12. **FORCE MAJEURE** – Seller will not be responsible for any failure in performance of any obligations under this agreement caused by circumstances beyond its reasonable control including, without limiting the generality of the foregoing, Acts of God, acts of government or the public enemy, riots, embargoes, strikes or other labor disturbances, supply chain delays, casualties, accidents, or transportation problems. Seller will notify the Buyer in writing of any such cause that would affect its performance. In the event of Force Majeure, the time of performance, shall be extended by a period of time equal to the period of force majeure and its consequences. Notwithstanding, if the Seller's performance is delayed, due to Force Majeure, for a period exceeding sixty (60) days from the mutually agreed upon shipment date, either party will have the right to terminate this agreement, and if Buyer terminates Buyer will pay Seller for substantiated material and labor costs performed up to date of notice.
13. **WARRANTY** – Seller warrants each good to be free of defects in material and workmanship for a period of one (1) year after the initial operation or eighteen (18) months after date of shipment, whichever is sooner (the "Warranty Period"). Defective product(s) or part(s) shall be returned to the Seller in accordance with the terms of the "RETURN OF EQUIPMENT" section below.

Conditions. These warranties and remedies are conditioned upon (a) the proper storage, installation, operation, and maintenance of the goods, (b) the keeping of proper operation and maintenance records during the Warranty Period and providing Seller access to those records, and (c) Buyer not being in default of any payment obligation to Seller. Any modification or repair of any of the goods (other than routine maintenance) not authorized by Seller shall void the warranty.

Repairs. When, within the Warranty Period, Seller is given prompt notice of a defect, it shall repair or replace, at its option, the defective part or Good, or re-perform services, provided Buyer provides satisfactory proof to Seller of the defect, including, for well and equipment performance and operations, all relevant data and documentation needed to make an assessment. Seller's sole obligation, and Buyer's sole remedy, shall be this repair, replacement, or re-performance. Buyer must return defective Goods or parts freight prepaid for inspection to an authorized service center designated by Seller. Buyer shall provide access to the items to be repaired or replaced and remove any materials or structures necessary to provide free and clear access, as well as supply any necessary equipment, and bear the costs of access (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation, and transportation of Goods to Seller and back to Buyer. Seller will deliver replacements for defective Goods to Buyer prepaid to the delivery destination provided by the original order. Repaired or replaced parts or Goods or re-performed services shall remain under warranty for the unexpired portion of the original Warranty Period as warranty work shall not extend the Warranty Period. All Goods and parts replaced under this limited warranty shall become the property of Seller. If Seller determines that any warranty claim is not, in fact, covered by this limited warranty, Buyer shall pay Seller its then customary charges for its labor, repair, or replacement efforts. Seller may refer the good to a Seller authorized repair facility for assessment and repair. Costs for shipment will be F.O.B. Seller's factory or service facility outlet. Seller will not be responsible for removal or re-installation (push/pull) required for warranty consideration or repair.



Trillium Pumps USA, Inc.
2494 S Railroad Ave
Fresno, CA 93706 USA

Returns. No equipment shall be returned to Seller without Seller first issuing written returned material authorization (RMA) and shipping instructions. Buyer must pay transportation costs to the Seller and clearly mark each item with the appropriate RMA number. Returned goods are subject to Seller's inspection and acceptance. Authorization will not be given for return of damaged or worn materials, or would in Seller's opinion result in an amount of stock in excess of what Seller normally carries. For equipment not manufactured by the Seller, credit will only be issued if credit is allowed by the original equipment supplier; in which case credit will be minus all freight and other expenses Seller incurs. The credit will be further reduced by a minimum restocking fee equal to 10% of the price of the returned goods.

Exclusions. Seller cannot and will not be responsible for Buyer's system or system requirements not clearly defined prior to order placement. The warranty does not apply to a defect caused or contributed to by: (a) abrasive materials, corrosion, lightning, improper voltage supply, mishandling or misapplication, normal wear and tear due to operation or environment, or accident; (b) parts which are normally consumed in operation, or have a normal life shorter than the Warranty Period; (c) alterations or repairs (other than normal and ordinary repairs) carried out without prior written approval of the Contractor; (d) storage, installation, use or maintenance, which is not in accordance with Contractor's instructions or is otherwise improper; use of equipment or parts for a purpose other than that for which they are intended; (e) installation by someone other than, or authorized by, Contractor; (f) use of Goods after Company was aware or should have become aware of a defect; or (g) information, drawings, chart interpretations, technical specifications, or instructions provided by Company to Contractor. Unless Buyer clearly shows that none of the following caused a defect, all warranties are void if:

- (a) the pump is handling liquids other than clear, fresh non-aerated water at a temperature not exceeding 85 degrees F, or other such liquids and/or temperature contrary to those specified by Seller or as mutually agreed upon in writing between Buyer and Seller.
- (b) the pump has been handling abrasive material;
- (c) the pump is slow, due to low voltage or other reason beyond control of Seller;
- (d) the pump is installed in an area which is not sufficiently straight and plumb and of sufficient diameter to allow the pump to hang free and plumb;
- (e) the pump is damaged from electrolysis, graphitization, corrosion or erosion;
- (f) air or vapor is allowed to enter the pump section;
- (g) parts not furnished by Seller are used in the head, bowl, or column assembly; or
- (h) a foot valve is used without Seller's consent.

Exclusive remedy. THIS ARTICLE PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A GOOD OR SERVICE, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND IN THESE TERMS AND CONDITIONS. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.

Performance guarantees. Unless expressly stated otherwise, performance guarantees are subject to laboratory tests adjusted for field performance. Due to inaccuracies of field testing, if a conflict arises between the results of field testing conducted by or for the user, and laboratory tests corrected for field performance, the latter shall control. No equipment shall be furnished for acceptance based on results of field testing unless such tests procedures are reviewed and approved, in writing, by Seller's authorized engineering personnel. A performance guarantee is void if the pump impellers are trimmed by anyone other than Seller's factory personnel or someone authorized in writing by Seller. Further, any performance guarantee is only for the specified design point and relate only to performance at the time of installation and startup. All accessories and other equipment not manufactured by Seller are warranted only for the period and to the extent of the original manufacturer's warranty, and shall be subject to all of the terms and conditions of such warranty.

14. INSURANCE – Each party agrees to maintain insurance in commercially reasonable amounts covering claims of any kind or nature for damage to property or personal injury, including death, made by anyone, arising from activities performed or facilitated by this agreement, whether these activities are performed by that party, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents. The price of the goods is based on Buyer not being an additional insured under Seller's policy and Seller not waiving its rights of subrogation.

15. INDEMNITY – Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third party claims for bodily injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

16. LIMITATION OF LIABILITY – NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES. SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE TOTAL CONTRACT VALUE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY.

17. MISCELLANEOUS

a. **Assignment.** Buyer shall not assign any warranty rights without the Seller's prior written approval.

b. **Waiver / amendment.** Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of such terms, covenants, and conditions or of any similar right or power hereunder at any subsequent time. The failure of Seller to enforce any right Seller may have under the terms and conditions hereof or otherwise shall not constitute a waiver of such right with respect to future occasions for enforcement thereof, nor shall any such failure or failures establish any custom or usage. No alteration or modification of any of the provisions herein shall be binding unless in writing and signed by an executive officer of Seller at its home office in Fresno, California.

c. **Severability.** If any provision of this order/contract shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

d. **Applicable law.** These terms are governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

e. **Dispute resolution.** Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in accord with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties specifically agree that the provisions of Section 1283.05 of the Code of Civil Procedure of the State of California are incorporated into, made a part of, and are applicable to any arbitration where the aggregate amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00) exclusive of costs, expenses, and fees. The parties recognize that the resolution of any controversy or claim will necessitate testimony by Seller's engineers, all of whom are employed at Seller's home office in Fresno, California. The parties therefore agree that the most convenient place for arbitration is Fresno County, California, and that any arbitration shall be there.

f. **Shop drawings.** Buyer shall have no right to detailed shop drawings, including, but not limited to, dimensioned machine, casting, and pattern drawings.

g. **Relationship of parties.** In all matters relating to this agreement Buyer and Seller shall not have any right, power or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to.

h. **Notices.** All notices shall be in writing and shall be delivered personally, by U.S. certified or registered mail, postage prepaid, return receipt requested, or by recognized overnight delivery service. Any notice must be delivered to the respective parties at the respective addresses set forth below their signatures or to such other address as a party specifies in writing. The date of notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

i. **Entire agreement.** This purchase order, together with any attached exhibits, constitutes the entire agreement of the parties with respect to its subject matter and merges and supersedes all prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers, contracts, and other writings concerning the subject matter hereof, whether oral or written.



Customer: Flomec, Inc.
Reference: Berryville Water Treatment Plant

Customer Technical Offer
Trillium Pumps USA, Inc. SCORE 19.5.6

Item number	001	Size / Stages	8JKM / 3
Quote number	1106722	Nominal pump speed	3500 rpm
Overall Pump Length	2.86 ft	Condition Point	650.0 USgpm @ 250.0 ft TDH

FLOWAY® PUMPS

Qty	Description
2	8JKM - 3 Stage Product Lube - Barrel Pump
	Pump selection criteria
	Pump Details
	Speed Operation: Constant Speed
	Project Release Status: Released Projects

Bowl Assembly

Qty	Description
2	Bowl Assembly - 8JKM - 3 Stage
	Bowl Details
	Bowl Connection Type: Threaded
	Bowl Material: Cast Iron (ASTM A48 CL 30, Enamel Lined) [Qty. 3 per Pump]
	Bowl Bearings: Marine Rubber with Bronze Backing [Qty. 3 Per Pump]
	Impeller Details
	Impeller Material: Bronze (ASTM B584 C90300) [Qty. 3 per Pump]
	Impeller Balance: ISO 1940 G6.3 (Dynamic)
	Impeller Collets: Carbon Steel (ASTM A108 Gr. 1215) [Qty. 3 per Pump]
	Bowl Shaft Details
	Bowl Shaft Size: 1.1875"
	Bowl Shaft Material: 416SS (ASTM A582 Type 416)
	Suction Bell Details
	Suction Bell: Cast Iron (ASTM A48 CL 30)
	Suction Bearing: Leaded Tin Bronze (UNS C93200) [Qty.1 per Pump]
	Sand Collar Material: 416SS (ASTM A582 Type 416)
	Additional Bowl Assembly Details
	Nameplate (Bowl Assembly): Stainless Steel

Discharge Head Assembly

Qty	Description
2	Discharge Head Assembly - 8" x 6" x 12" x 12" - "VC" Head
	Discharge Head Details
	Discharge Head Size: 8" x 6" x 12" x 12"
	Discharge Head Material: Steel, Plate (ASTM A36), Pipe (ASTM A53 Type E, Gr. B)
	Discharge Flange Rating: 150#
	Suction Flange Rating: 150#
	Shaft Sealing Details
	Sealing Arrangement: High Pressure Stuffing Box
	Stuffing Box Material: Cast Iron (ASTM A48 Cl.30)
	Stuffing Box Bearing Material: Leaded Tin Bronze (UNS C93200)



Discharge Head Assembly

Qty	Description
	Driver Coupling Details
	Driver Shaft Coupling: Threaded
	Driver Shaft Coupling Material: Steel (ASTM A108 Gr 1215)
	Head Shaft Details
	Head Shaft Material: 416SS (ASTM A582 Type 416)
	Discharge Head Accessories
	Direct Column to Discharge Head: Direct Column To Discharge Head

Coating

Qty	Description
2	Cleaning and Protective Coatings
	Protective Coating
	Bowl Assembly: Carboline 635 HAR Primer - Exterior Only
	Discharge Head: Carboline 635 HAR Primer with Carboline 3359 Top Coat - Exterior Only

Testing and Inspection

Qty	Description
2	Testing and Inspection
	Hydro Testing Details
	Hydrotest (Discharge Head): Non Witnessed - 2 units
	Inspection and Analysis
	Analysis
	Structural Natural Frequency Analysis (Head/Motor only), Stamped by Floway P.E. - 1 units

Driver

Qty	Description
2	Driver
	Motor Details
	Motor Manufacturer: GE Motor
	Output = 60 HP
	Phase = 3
	NEMA Design = B
	Product Name= WPI Ultra Vertical
	Synch RPM = 3600
	Frequency = 60hz
	DE E/S & Mtg= P - Base & Round Frame
	GE Type = Premium Efficiency
	NEMA Design B, KS
	Voltage = 230/460
	Shaft Orientation = Vert., Shaft Down With a P-Base
	C-face Dia. = NA
	Ambient Temp. = 40 C
	Enclosure = WPI
	Hazardous Loc.= Non-Hazardous
	Frame Material = Cast Iron
	Insulation Class = H
	IP & IC Code = IP22, IC01
	Class and Group = NA
	Estimated Frame= 326
	Service Factor = 1.15



Driver

Qty	Description
	Load Type =N/A DE Shaft Extension = TP Load Connection= Direct Vert. Thrust Type = High Vert. Shaft Type = Hollow P Base Dia=Vert. 12 Vert. Coupling Type = Non-Reverse Down Thrust = 3500 / 5272 Lb Up Thrust = 30% Momentary Bearing Life = 5.3 Yr / 1 Yr Coupling Size = To be specified when ordered. Motor Application: Non-Nuclear Bearing = 7220 - 1D Est. Weight = 740 Motor shall be suitable for VFD, VT Load 150 to 3600 RPM Driver shipping options: Shipped Directly to Customer

Delivery

Qty	Description
2	Pump selection criteria Pump Details Factory Assembled (Unit): Factory Assembled (Bowl, Head, and Column Only) Shipped Assembled

FLOWAY® PUMPS

Pump Performance Datasheet

Customer	: Flomec, Inc.	Quote number	: 1106722
Customer reference	: Berryville Water Treatment Plant	Size	: 8JKM
Item number	: 001	Stages	: 3
Service	:	Based on curve number	: 8JKM 3500 Rev. 0
Quantity	: 2	Date last saved	: 07 Feb 2020 11:46 AM

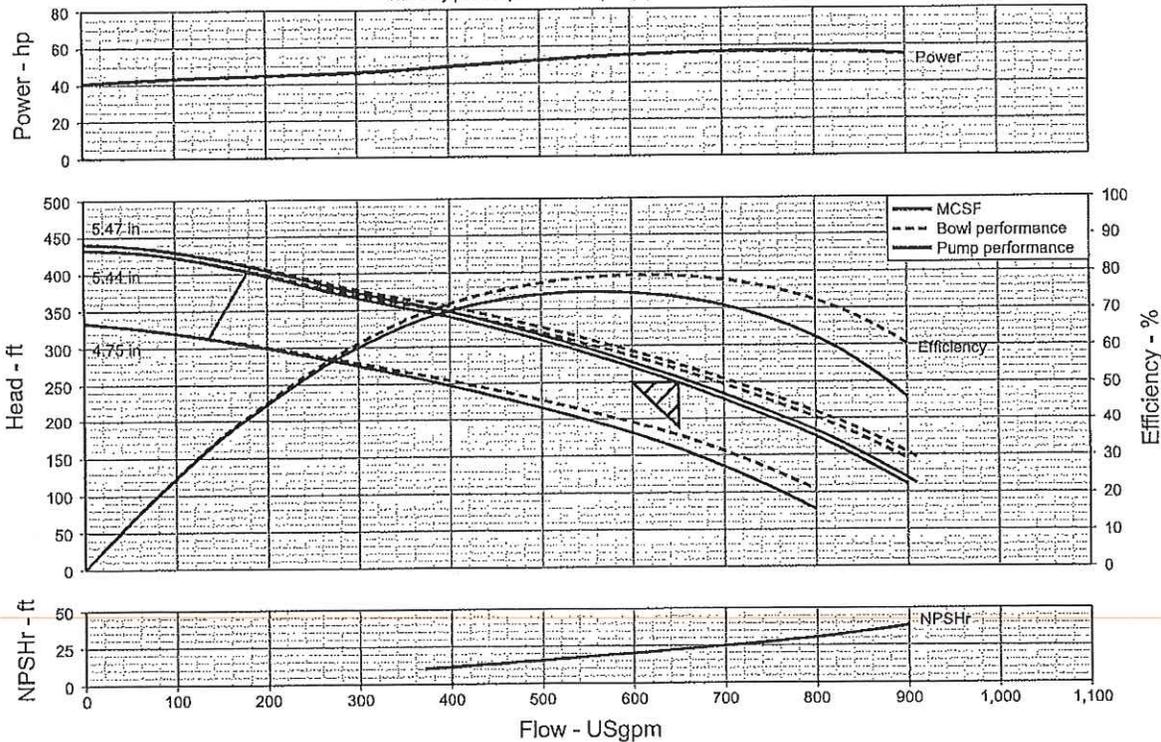
Operating Conditions		Liquid	
Flow, rated	: 650.0 USgpm	Liquid type	: Water - Clean
Differential head / pressure, rated (requested)	: 250.0 ft	Solids diameter, max	: 0.00 in
Differential head / pressure, rated (actual)	: 252.6 ft	Solids concentration, by volume	: 0.00 %
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by weight	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a

Performance		Material	
Speed, rated	: 3500 rpm	Bowl material selected	: Cast Iron
Impeller diameter, rated	: 5.44 in	Impeller material selected	: Bronze
Impeller diameter, maximum	: 5.47 in		
Impeller diameter, minimum	: 4.75 in		
Efficiency (bowl / pump)	: 78.90 / 73.19 %		
NPSH required / margin required	: 22.30 / 0.00 ft		
Ns (Imp. eye flow) / Nss (Imp. eye flow)	: 2,852 / 8,909 US Units		
MCSF	: 178.8 USgpm		
Head, maximum, rated diameter	: 432.6 ft		
Head rise to shutoff (bowl / pump)	: 61.53 / 72.95 %		
Flow, best eff. point (bowl / pump)	: 612.4 / 559.3 USgpm		
Flow ratio, rated / BEP (bowl / pump)	: 106.13 / 116.21 %		
Diameter ratio (rated / max)	: 99.42 %		
Head ratio (rated dia / max dia)	: 97.47 %		
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		
Selection status	: Near miss		

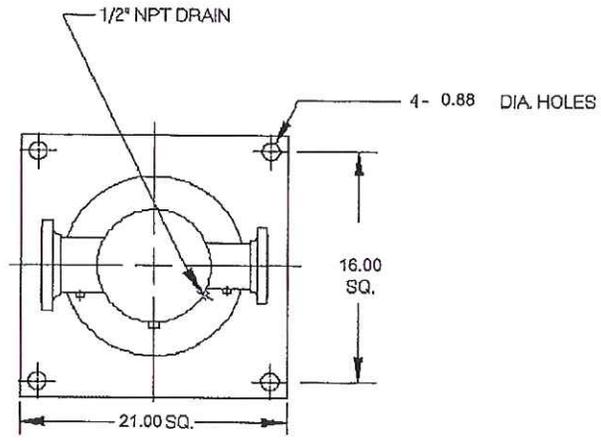
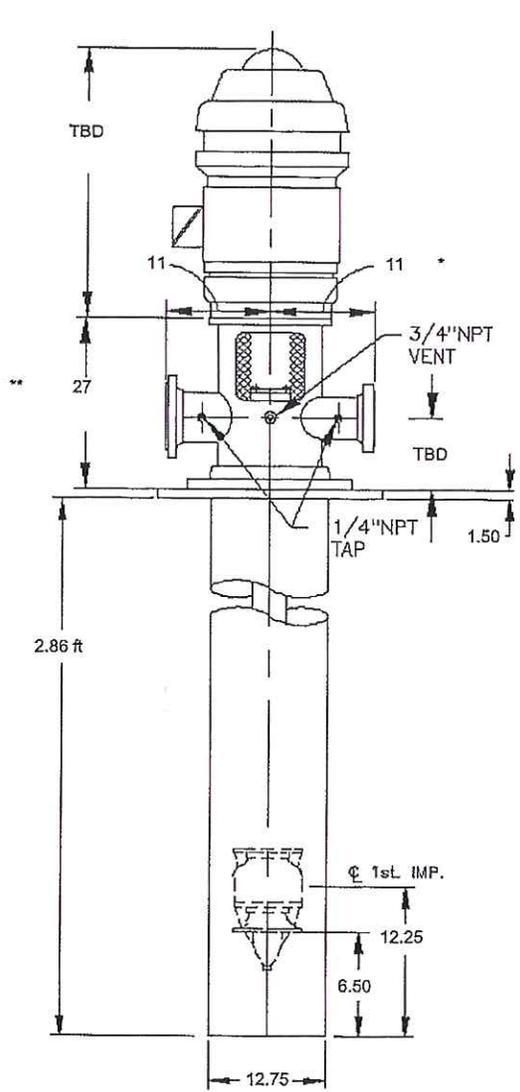
Pressure Data	
Maximum working pressure	: See the Additional Data page
Component pressure limit	: See the Additional Data page
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: See the Additional Data page

Driver & Power Data (@Max density)	
Driver sizing specification	: Max power + 4%
Margin over specification	: 0.00 %
Service factor	: 1.15
Power, hydraulic	: 43.94 hp
Power (bowl / pump)	: 55.69 / 56.07 hp
Power, maximum, rated diameter	: 56.88 hp
Minimum recommended motor rating	: 60.00 hp / 44.74 kW

Pump and bowl (dashed) performance. Bowl adjusted for construction and viscosity.
 Pump further adjusted for friction and power losses of lineshaft and thrust bearings. Pump is not adjusted for any static lift.
 The duty point represents the pump performance head.



VERTICAL TURBINE PUMP
 650.0 USgpm 267.7 ft TDH
 3 STAGE TYPE 8JKM
 DISCHARGE HEAD



Discharge	Suction
6 in. N/AFF - ANSI Flange	8 in. 150#RF - ANSI Flange
11 in. Dia. Flange	13.5 in. Dia. Flange
8 - .875 Dia. Holes	8 - .875 Dia. Holes
9.5 in. Bolt circle	11.75 in. Bolt circle

* TYPICAL LOCATION FOR DISCHARGE NOZZLE
 ** FINAL HEAD HEIGHT WILL BE DETERMINED BASED ON INTERNAL ANALYSIS AND SPECIFICATION REVIEW
 NOT TO BE USED FOR CONSTRUCTION UNLESS CERTIFIED.

NOTES:
 ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED.
 DRAWING NOT TO SCALE.

REV.	BY	DATE	DESCRIPTION

Customer: Flomec, Inc.	OUTLINE DRAWING
Customer Reference: Berryville Water Treatment Plant	
Item Number: 001	
Curve Number: 8JKM 3500	
Date: 07 Feb 2020	
DRAWING	



Customer: Flomec, Inc.
Reference: Berryville Water Treatment Plant

Customer Technical Offer
Trillium Pumps USA, Inc. SCORE 19.5.6

Item number	001	Size / Stages	8JKM / 3
Quote number	1106722	Nominal pump speed	3500 rpm
Overall Pump Length	2.86 ft	Condition Point	650.0 USgpm @ 250.0 ft TDH

FLOWAY® PUMPS

Qty	Description
2	8JKM - 3 Stage Product Lube - Barrel Pump
	Pump selection criteria
	Pump Details
	Speed Operation: Constant Speed
	Project Release Status: Released Projects

Bowl Assembly

Qty	Description
2	Bowl Assembly - 8JKM - 3 Stage
	Bowl Details
	Bowl Connection Type: Threaded
	Bowl Material: Cast Iron (ASTM A48 CL 30, Enamel Lined) [Qty. 3 per Pump]
	Bowl Bearings: Marine Rubber with Bronze Backing [Qty. 3 Per Pump]
	Impeller Details
	Impeller Material: Bronze (ASTM B584 C90300) [Qty. 3 per Pump]
	Impeller Balance: ISO 1940 G6.3 (Dynamic)
	Impeller Collets: Carbon Steel (ASTM A108 Gr. 1215) [Qty. 3 per Pump]
	Bowl Shaft Details
	Bowl Shaft Size: 1.1875"
	Bowl Shaft Material: 416SS (ASTM A582 Type 416)
	Suction Bell Details
	Suction Bell: Cast Iron (ASTM A48 CL 30)
	Suction Bearing: Leaded Tin Bronze (UNS C93200) [Qty.1 per Pump]
	Sand Collar Material: 416SS (ASTM A582 Type 416)
	Additional Bowl Assembly Details
	Nameplate (Bowl Assembly): Stainless Steel

Discharge Head Assembly

Qty	Description
2	Discharge Head Assembly - 8" x 6" x 12" x 12" - "VC" Head
	Discharge Head Details
	Discharge Head Size: 8" x 6" x 12" x 12"
	Discharge Head Material: Steel, Plate (ASTM A36), Pipe (ASTM A53 Type E, Gr. B)
	Discharge Flange Rating: 150#
	Suction Flange Rating: 150#
	Shaft Sealing Details
	Sealing Arrangement: High Pressure Stuffing Box
	Stuffing Box Material: Cast Iron (ASTM A48 Cl.30)
	Stuffing Box Bearing Material: Leaded Tin Bronze (UNS C93200)



Discharge Head Assembly

Qty	Description
	Driver Coupling Details
	Driver Shaft Coupling: Threaded
	Driver Shaft Coupling Material: Steel (ASTM A108 Gr 1215)
	Head Shaft Details
	Head Shaft Material: 416SS (ASTM A582 Type 416)
	Discharge Head Accessories
	Direct Column to Discharge Head: Direct Column To Discharge Head

Coating

Qty	Description
2	Cleaning and Protective Coatings
	Protective Coating
	Bowl Assembly: Carboline 635 HAR Primer - Exterior Only
	Discharge Head: Carboline 635 HAR Primer with Carboline 3359 Top Coat - Exterior Only
	Barrel: Carboline 635 HAR Primer - Barrel Interior Only

Testing and Inspection

Qty	Description
2	Testing and Inspection
	Hydro Testing Details
	Hydrotest (Discharge Head): Non Witnessed - 2 units
	Hydrotest (Suction Barrel): Non Witnessed Hydrotest - Suction Barrel - 2 units
	Inspection and Analysis
	Analysis
	Structural Natural Frequency Analysis (Head/Motor only), Stamped by Floway P.E. - 1 units

Barrel

Qty	Description
2	Suction Barrel 12 in. x 2.86ft. lg.
	Suction Barrel Details
	Barrel Thickness: Floway Standard (0.375 Inch Thick)
	Barrel Material: Steel Pipe (ASTM A53), Plate (ASTM A36)

Driver

Qty	Description
2	Driver
	Motor Details
	Motor Manufacturer: GE Motor
	Output = 60 HP
	Phase = 3
	NEMA Design = B
	Product Name= WPI Ultra Vertical
	Synch RPM = 3600
	Frequency = 60hz
	DE E/S & Mtg= P - Base & Round Frame
	GE Type = Premium Efficiency



Driver

Qty	Description
	NEMA Design B, KS Voltage = 230/460 Shaft Orientation = Vert., Shaft Down With a P-Base C-face Dia. = NA Ambient Temp. = 40 C Enclosure = WPI Hazardous Loc.= Non-Hazardous Frame Material = Cast Iron Insulation Class = H IP & IC Code = IP22, IC01 Class and Group = NA Estimated Frame= 326 Service Factor = 1.15 Load Type =N/A DE Shaft Extension = TP Load Connection= Direct Vert. Thrust Type = High Vert. Shaft Type = Hollow P Base Dia=Vert. 12 Vert. Coupling Type = Non-Reverse Down Thrust = 3500 / 5272 Lb Up Thrust = 30% Momentary Bearing Life = 5.3 Yr / 1 Yr Coupling Size = To be specified when ordered. Motor Application: Non-Nuclear Bearing = 7220 - 1D Est. Weight = 740 Motor shall be suitable for VFD, VT Load 150 to 3600 RPM Driver shipping options: Shipped Directly to Customer

Delivery

Qty	Description
2	Pump selection criteria Pump Details Factory Assembled (Unit): Factory Assembled (Bowl, Head, and Column Only) Shipped Assembled

FLOWAY® PUMPS Pump Performance Datasheet

Customer : Flomec, Inc.	Quote number : 1106722
Customer reference : Berryville Water Treatment Plant	Size : 8JKM
Item number : 001	Stages : 3
Service : Barrel Included	Based on curve number : 8JKM 3500 Rev. 0
Quantity : 2	Date last saved : 07 Feb 2020 11:59 AM

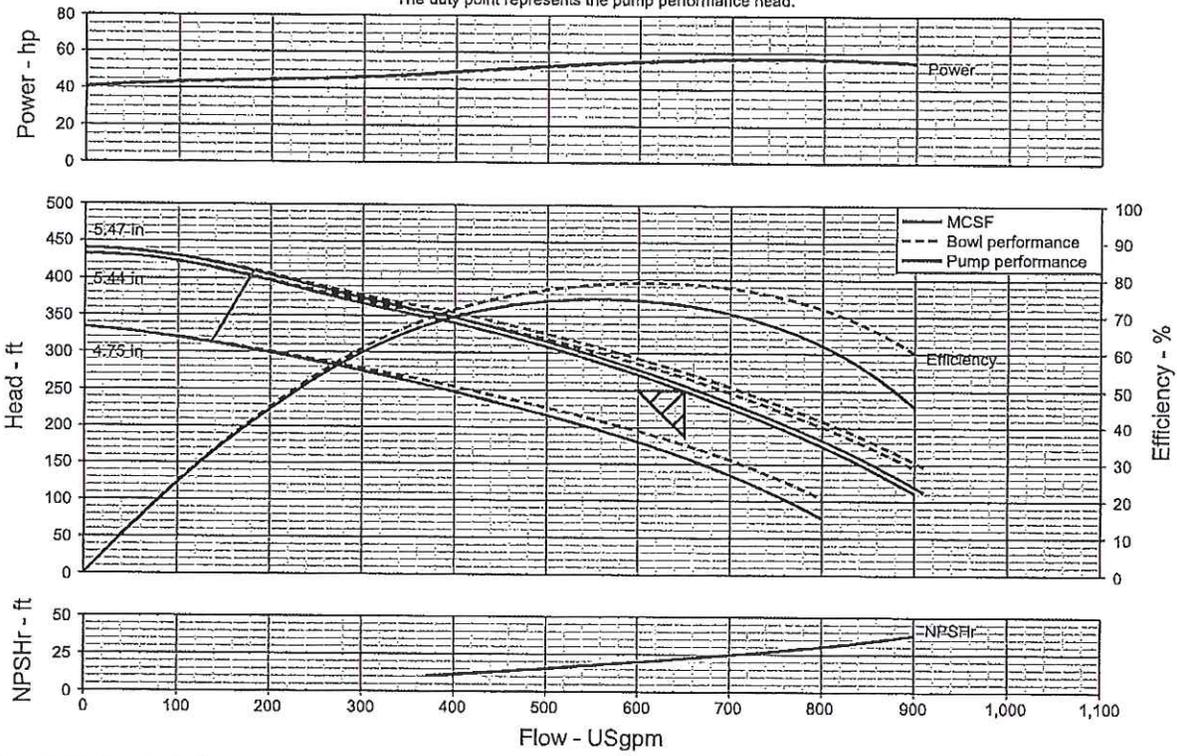
Operating Conditions	Liquid
Flow, rated : 650.0 USgpm	Liquid type : Water - Clean
Differential head / pressure, rated (requested) : 250.0 ft	Solids diameter, max : 0.00 in
Differential head / pressure, rated (actual) : 252.6 ft	Solids concentration, by volume : 0.00 %
Suction pressure, rated / max : 0.00 / 0.00 psi.g	Solids concentration, by weight : 0.00 %
NPSH available, rated : Ample	Temperature, max : 68.00 deg F
Frequency : 60 Hz	Fluid density, rated / max : 1.000 / 1.000 SG
	Viscosity, rated : 1.00 cP
	Vapor pressure, rated : 0.00 psi.a

Performance	Material
Speed, rated : 3500 rpm	Bowl material selected : Cast Iron
Impeller diameter, rated : 5.44 in	Impeller material selected : Bronze
Impeller diameter, maximum : 5.47 in	
Impeller diameter, minimum : 4.75 in	
Efficiency (bowl / pump) : 78.90 / 73.19 %	
NPSH required / margin required : 22.30 / 0.00 ft	
Ns (imp. eye flow) / Nss (imp. eye flow) : 2,852 / 8,909 US Units	
MCSF : 178.8 USgpm	
Head, maximum, rated diameter : 432.6 ft	
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Flow ratio, rated / BEP (bowl / pump) : 106.13 / 116.21 %	
Diameter ratio (rated / max) : 99.42 %	
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Selection status : Near miss	

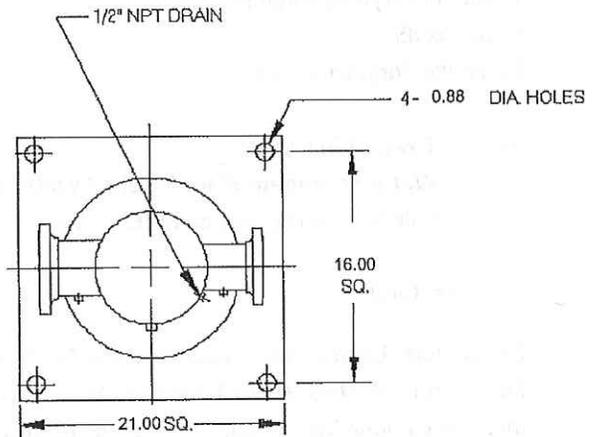
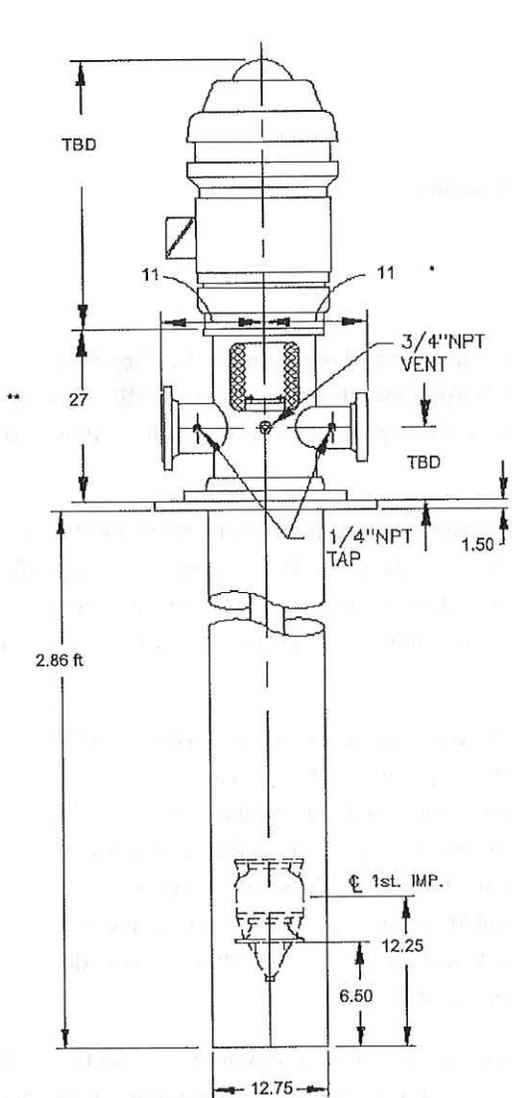
Pressure Data	
Maximum working pressure	: See the Additional Data page
Component pressure limit	: See the Additional Data page
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: See the Additional Data page

Driver & Power Data (@Max density)	
Driver sizing specification	: Max power + 4%
Margin over specification	: 0.00 %
Service factor	: 1.15
Power, hydraulic	: 43.94 hp
Power (bowl / pump)	: 55.69 / 56.07 hp
Power, maximum, rated diameter	: 56.88 hp
Minimum recommended motor rating	: 60.00 hp / 44.74 kW

Pump and bowl (dashed) performance. Bowl adjusted for construction and viscosity.
 Pump further adjusted for friction and power losses of lineshaft and thrust bearings. Pump is not adjusted for any static lift.
 The duty point represents the pump performance head.



VERTICAL TURBINE PUMP
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 3 STAGE TYPE 8JKM
 DISCHARGE HEAD



Discharge	Suction
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* TYPICAL LOCATION FOR DISCHARGE NOZZLE
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NOTES:
 ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED.
 DRAWING NOT TO SCALE.

REV.	BY	DATE	DESCRIPTION

Customer: Flomec, Inc.
 Customer Reference: Berryville Water Treatment Plant
 Item Number: 001
 Curve Number: 8JKM 3500
 Date: 07 Feb 2020

**OUTLINE
 DRAWING**

DRAWING

August 26, 2020

Mr. Dave Tyrell, Director of Utilities
Town of Berryville, Virginia
P. O. Box 85
Berryville, Virginia 22824

**Re: Town of Berryville
Water Treatment Plant Finished Water Pump Replacement
Sole Source recommendation Letter**

Dear Mr. Tyrell:

Pennoni has been asked to address if the Town of Berryville's purchase of replacement Finished Water Pumps at its existing Water Treatment Plant should be negotiated through a sole source identified as Flomec Inc. of Richmond VA. Flomec is a sole distributor in Virginia for Floway® pumps through Trillium Pumps USA of Fresno CA.

The existing pumps, purchased and installed when the water treatment plant was built in the 1980s are Floway pumps and have served the Town well in this space for over 35 years. The two existing pumps, along with necessary piping, valves, cans for the impeller shafts, and other appurtenances are located within a tight space that makes retrofits to accommodate other pump manufacturer's products difficult, uncertain, and potentially costly.

The pumps sit at a floor on top of the clearwell from which water is withdrawn, limiting cost-effective options for new pumps to a vertical turbine type like the existing pumps. Further, extensive piping modifications and relocation or replacement of piping appurtenances would be required in this tight space if the new pumps require a different type, pattern, size, or spacing of connections to the suction and discharge flanges on the pump housing. Finally, the new pumps must operate under the same head (pressure) conditions as the existing pumps and pump flow within a similar range, as pumping capacity and head conditions are fixed by the Town's water distribution network, water demands including fire flow demands, as well as the location, size and height of the receiving water storage.

Pennoni's engineers conducted an extensive search for different types of replacement pumps on the market that would meet all of the required constraints. While other manufacturers can provide pumps with similar capacity and head conditions, only one pump type was identified that will fit the flange-to-flange spacing that currently exists at the piping connections to the pump. That pump was a Floway pump, which is identical in flange pattern to the existing pumps and also provides the same capacity and head conditions as the existing Floway pumps.

Modifying the piping or the building access in the existing space to accommodate a different type of pump would vary depending on the pump selected but would likely be very expensive and could even exceed the cost of the pumps themselves. Further, modifying an existing space carries the risks of other damage In the

building due to vibration or other conditions of construction, and risk is exacerbated by the age of the building and its equipment. Further, Pennoni believes the price quoted by Flomec to be reasonable and competitive. Pennoni recommends the Town of Berryville follow the Virginia Public Procurement Act in the intent to purchase and install two new pumps through Flomec at a total price of \$74,474.00 as a sole source.

PENNONI ASSOCIATES INC.

A handwritten signature in black ink, appearing to read 'Tom Frederick', written in a cursive style.

Thomas L. Frederick
Water/Wastewater Practice Leader